

**CONOVER & ASSOCIATES, INC.**  
INSURANCE

*Index*

931 PENN AVENUE  
PITTSBURGH 15222  
(412) 281-2330

June 6, 1988

Mr. Ira Dinitz, Indemnity Specialist  
Office of Antitrust & Indemnity  
Nuclear Reactor Regulation  
Nuclear Regulatory Commission  
Washington, DC 20555

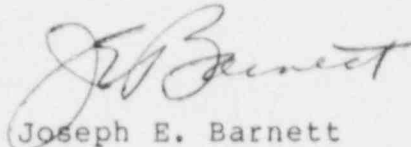
Re: Duquesne Light Company  
Beaver Valley Power Station

Dear Mr. Dinitz:

We are enclosing two copies each of Endorsement #90 to  
NELIA Policy No. NF-226 and Endorsement #78 to MAELU  
Policy No. MF-87.

These endorsements add the Additional Insureds in regard  
to the Unit #2 leaseback.

Sincerely,



Joseph E. Barnett  
Executive Vice President

JEB:sak

Enclosures

cc: Mr. H. G. Stoecker  
Duquesne Light Company

8806140560 880606  
PDR ADOCK 05000412  
J PDR

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**Nuclear Energy Liability Insurance**  
**NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION**

AMENDATORY ENDORSEMENT

It is understood and agreed that effective September 15, 1987, this policy is amended as indicated below:

- A. The following are included as Additional Insureds, as their interest may appear. Except with respect to compliance with the obligations imposed upon the insured by Conditions 5, 6, 7, 8, 9, 10 and 11 of this policy, any obligation imposed upon the Named Insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of the Named Insured and not that of any Additional Insured named hereunder.

1. Alexander Hamilton Life Insurance Company of America
2. Beaver Valley Inc.
3. Beaver Valley Leasing Corporation
4. Beaver Valley Two Omega, Inc.
5. Beaver Valley Two Omega Limited Partnership
6. Beaver Valley Two Pi, Inc.
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17. Citicorp ESSL 1, Inc.
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21. HG Power Plant, Inc.
22. Irving Trust Company, as Indenture Trustee
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24. Mission Funding Beta
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27. PARock Limited Partnership

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34. PNC Commercial Corp.
35. Resources Capital Financing Corporation
36. Security Pacific Leasing Corporation
37. Sovran Leasing Corporation
38. SPLS, Inc.
39. The First National Bank of Boston, as Owner Trustee
40. Trans Union Leasing Corporation

B. Solely with respect to liability for bodily injury or property damage which arises out of nuclear material which has been used or is to be used or has been irradiated in the course of the operation of the reactor at Beaver Valley Unit 2, this policy is further amended as follows:

1. It is acknowledged that Duquesne Light Company and Ohio Edison Company and The Toledo Edison Company and The Cleveland Electric Illuminating Company has waived, as provided in Section 10 (a) (2) (ii) of the Facility Lease Agreement between the above Additional Insureds and Duquesne Light Company and Ohio Edison Company and The Toledo Edison Company and The Cleveland Electric Illuminating Company dated September 15, 1987, their right of recovery against the above Additional Insureds for loss to which this policy applies.
2. This insurance shall be primary without right of contribution of any other insurance carried by or on behalf of any of the above Additional Insureds, but this paragraph B.2 does not apply to (1) insurance issued by Mutual Atomic Energy Liability Underwriters which is concurrent with insurance afforded by this policy, or (2) to other nuclear energy liability policies issued by Nuclear Energy Liability Insurance Association or Mutual Atomic Energy Liability Underwriters which also apply to the loss.
3. If the companies cancel this policy, such cancellation shall be effective as to the above Additional Insureds by mailing or delivering written notice at least 30 days before the effective date of such cancellation to First National Bank of Boston, 100 Federal Street, Boston, Massachusetts 02110.

- 4. If the companies reduce the limit of the companies liability indicated in Item 4 of the Declarations by 10% or more for a reason other than payment of losses and expenses, or the companies eliminate any coverage in effect at policy issuance or any anniversary date of this policy, the companies will mail or deliver written notice of such reduction or elimination to The First National Bank of Boston, 100 Federal Street, Boston, Massachusetts 02110 at least 30 days before the effective date of such reduction or elimination.

This is to certify that this is a true copy of the original Endorsement having the endorsement number and being made part of the Nuclear Energy Liability Policy (Facility Form) as designated hereon. No Insurance is afforded hereunder.

*J. S. Quattrocchi*

John L. Quattrocchi, Vice President-Liability Underwriting  
American Nuclear Insurers

Effective Date of this Endorsement September 15, 1987 To form a part of Policy No NF-226

12:01 A.M. Standard Time

Issued to Duquesne Light Company, Ohio Edison Company, Pennsylvania Power Company, Cleveland Electric Illuminating Company and Toledo Edison Company

Date of Issue May 16, 1988

For the ~~Subscribing~~ Companies

By *[Signature]*  
General Manager

Endorsement No 90

Countersigned by \_\_\_\_\_

**Nuclear Energy Liability Insurance**  
**NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION**

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*J. S. Mattrocchi*  
 John L. Mattrocchi, Vice President-Liability Underwriting  
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By *[Signature]*  
**General Manager**

Endorsement No 90

Countersigned by \_\_\_\_\_

**Nuclear Energy Liability Insurance**  
**MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS**

AMENDATORY ENDORSEMENT

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*J. B. Santolucito*

John L. Santolucito, Vice President, Liability Underwriting  
American Nuclear Insurers

Effective Date of this Endorsement September 15, 1987 To form a part of Policy No MF-87  
12:01 A.M. Standard Time

Issued to Duquesne Light Company, Ohio Edison Company, Pennsylvania Power Company, Cleveland Electric Illuminating Company and Toledo Edison Company

Date of Issue May 16, 1988 For the Subscribing Companies

**MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS**

By *J. B. Santolucito*

Endorsement No 78

Countersigned by \_\_\_\_\_  
Authorized Representative

**Nuclear Energy Liability Insurance**  
**MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS**

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*J. S. Santora*  
 John L. Santora, Vice President-Liability Underwriting  
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*J. S. Santora*  
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Endorsement No 78

Countersigned by \_\_\_\_\_  
 Authorized Representative